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E-filed: August 20, 2012

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

COMES NOW, DEBTOR, ROGER PIERRE BAYLOCQ, above-named, who moves this Court for an order compelling US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR JP ALT 2006-S1, C/O SUNTRUST MORTGAGE, INC., as Servicer, ("SunTrust") to comply with the provisions of Article IV(C) of Debtor's plan or reorganization, confirmed by this Court by

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LAWYERS  
20TH CENTURY BLDG.  
35 W. FIRST STREET  
RENO, NV 89503

1 order entered herein on April 9, 2012 (Docket 169)<sup>1</sup>, requiring SunTrust to restore title to 2370  
 2 Del Monte Lane, Reno, NV to Mr. Baylocq.  
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4 Filed separately herewith is the Declaration of Roger Baylocq affirming that SunTrust  
 5 has not yet conveyed title to him as required by the aforequoted portion of his confirmed plan.  
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7 In support of this Motion, Debtor relies upon the below points and authorities, the  
 8 Declaration of Roger Baylocq, filed contemporaneously herewith, and the files and records in  
 9 this Case.

10 Wherefore Debtor prays for an order as follows:

11 1. Requiring SunTrust to convey 2370 Del Monte, Reno, NV to Debtor forthwith,  
 12 and,  
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<sup>1</sup> The first paragraph of Article IV(C), Class 4 (SunTrust Mortgage Company/US Bank National Association (Secured), of the plan states as follows:

Debtor and US Bank National Association, as Trustee for JP ALT 2006-S1, % SunTrust Mortgage, Inc, as Servicer settled their title dispute over the subject real property known as 2370 Del Monte Lane, Reno, NV 89511 dated August 26, 2011, in which the parties herein agree to restore title of said property to the Debtor in Possession, reinstate the deed of trust/promissory note obligation encumbering said property dated October 25, 2005 (as document no. 3299679, recorded October 31, 2005), to reinstate the Proof of Claim dated June 11, 2010 (claims register no. 16-1) filed by SunTrust Mortgage, Inc., and further stipulate to the modification of the Debtors' proposed Plan of Reorganization (to the extent necessary) to accommodate and pay upon secured creditors reinstated claim in the following fashion: Said parties agree to a consensual secured claim amount of \$675,000.00 to US Bank National/ SunTrust Mortgage, Inc., to be paid over 30 years at an annual interest rate of 5.0%. The payment each month is the amount of \$3,623.55, commencing on the first day of the first full month following the effective date of the confirmed Chapter 11 Plan of Reorganization, and continuing thereafter on the first day of each month for the next consecutive 360 months. Payments are due on the 1st day of each month. There shall be a contractual "grace period" of fifteen (15) days for late payments pursuant to the promissory note. Said payments shall be made directly to US Bank National Association, as trustee, c/o SunTrust Mortgage, Inc. 1001 Semmes Ave. Richmond, VA 23224 (or wherever further directed to by SunTrust Mortgage, Inc). The balance of US Bank National Association's/SunTrust Mortgage, Inc.'s, claim (unsecured portion) will be paid along with all other general unsecured claimants in accordance with the confirmed Plan.

2. Awarding Debtor his reasonable attorney fees and costs incurred in the bringing of this Motion.

Respectfully submitted this 20th day of August, 2012.

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/s/ John White  
JOHN WHITE, ESQ.

## POINTS AND AUTHORITIES

11 U.S.C. Section 1142. Implementation of the Plan, provides:

a) . . .

(b) The court may direct the debtor and any other necessary party to execute or deliver or to join in the execution or delivery of any instrument required to effect a transfer of property dealt with by a confirmed plan, and to perform any other act, including the satisfaction of any lien, that is necessary for the consummation of the plan.

In addition, Section O. Retention of Jurisdiction of Article XII of Debtor's Confirmed Docket 169-1) expressly provides that this Court retains jurisdiction:

4. To enforce or interpret the Plan or any Order previously entered herein;

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Respectfully submitted this 20th day of August, 2012.

## WHITE LAW CHARTERED

/s/ John White

JOHN WHITE, ESQ.